CONTRACT

State of Vermont

Buildings and General Services Office of Purchasing & Contracting 10 Baldwin St Montpelier VT 05633-7501 USA



Vendor ID 0000226492 Conley Sawdust & Firewood % Craig Conley 3565 Glover St Glover VT 05839 USA

Contract ID		Page	
000000000000000000012353		1 of 3	
Contract Dates		Origin	
11/01/2007 to 11/01/2009		CP	
Description:		Contract Maximum	
CP Firewood by the	Cord	\$999,999.99	
Buyer Name	Buyer Phone	Contract Status	
Laraway.Elizabeth	828-4658	Approved	

Phone #:

Line # Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1	Contractor to provide cut, split and delivered firewood by the cord	CRD	185.00000	0.00	999,999.99

UNIT: Cord PRICE: \$185.00

SPECIFICATIONS

- Lenath: 24"
- Maximum Diameter: Not to exceed 10"
- Maximum chunk weight: not to exceed 50 pounds
- Species
- Hardwoods, including: beech, any maple, ash, cherry, any birch, hophornbeam, butternut, others as approved.
- No softwoods, no poplar, no waste lumber, no treated wood or painted wood.
- Condition: green

CONTRACT TERMS AND ADDITIONAL INFORMATION

This contract is issued in accordance with the State of Vermont RFP for Firewood by the Cord dated September 20, 2007 and the vendors response dated Octoberr 1, 2007.

SCOPE OF CONTRACT: Contractor will provide cut, split and delivered firewood to the Northern State Correctional Facility in Newport.

DELIVERY: Wood is to be delivered to the designated area at the contractor's expense in loads of 2-5 cords. Supplier is to unload wood without assistance unless otherwise agreed to. Do Not deliver wood in the dark. Deliver wood between 8:00 AM and 4:00 PM Monday through Friday. Delivery dates and times are to be cleared with the following facility officials:

Newport - Work Crew Supervisor, Nelson Charron; Facility Assistant Superintendent, David Martinson, at (802) 334-3364. DO NOT DELIVER WOOD UNTIL YOU HEAR FROM NELSON CHARRON.

DELIVERY: ALL PRICING INCLUDES F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE DIVISION OF PURCHASING AND CONTRACT ADMINISTRATIONS TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICE. DELIVERIES, WHICH DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT, SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

CONTRACT PERIOD: Will be for a period of one year with an option to renew for two additional one-year periods. Period of performance; November 1, 2007 through November 1, 2008.

CONTRACT VALUE: The estimated annual value of this contract is \$56,000.00

QUANTITY: Contractor has agreed to supply up to 400 cords to Newport. Quantities are estimated only based on prior and projected usage and may be increased or decreased to meet actual requirements.

TAX: The State of Vermont is exempt from all sales and all federal excise taxes. An exemption certificate will be furnished upon request.

QUALITY: The supplier will be notified of any deliveries that do not meet our requirements. Payment will not be made on loads deemed unacceptable and removal may be required at the supplier's expense.

INVOICING: All invoices are to be rendered by the Contractor on the vendor's standard bill-head and forwarded directly to the Vermont Department of Corrections, Northern State Correctional Facility, 2259 Glen Road, Newport VT 05855. Invoices will be submitted every two weeks.

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Buyer Name	Buyer Phone	Contract Status		
Laraway, Elizabeth	828-4658	Approved		

Phone #:

			Unit	Max	Max
Line # Item ID	Item Desc	UOM	Price	Qty	Amt
ATTACHMENT: P	URCHASING AND CONTRACT ADMINISTRA	TION TERMS AND CONDITIONS I	DATED 01/01/2007	ARE ATTACHED A	ND
INCORPORATED A	AS PART OF THIS CONTRACT.				

QUANTITY: QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE AND MAY BE INCREASED OR DECREASED TO MEET ACTUAL REQUIREMENTS.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURERED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

POINT OF CONTACT: Communications regarding deliveries and invoices are to be directed to facility personnel. Communications concerning the contract documents are to be addressed in writing to the attention of Robert Pierce, Senior Purchasing Agent, State of Vermont, Purchasing and Contract Administration Divisions, 4 Governor Aiken Avenue, Montpelier, Vermont 05633-5850.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT: http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT: BETSY LARAWAY PURCHASING AGENT 802-828-4658 FAX # 802-828-2222 betsy.laraway@state.vt.us

AMENDMENT #1 - SEPTEMBER 4, 2008 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR #1 THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR A ONE YEAR TERM TO NOVEMBER 1, 2009 AND ALLOWING FOR AN INCREASE OF \$45.00 PER CORD.

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Laraway, Elizabeth	828-4658	Approved		

Email:_____

Phone #: Unit Max Max Price UOM Line # Item ID **Item Desc** Qty Amt WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT By the STATE of VERMONT By the CONTRACTOR Signature:_____ Signature:_____ Name:_ Name:_ Title:___ Title:_____